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Jeanine Campbell

**UNITED STATES DISTRICT COURT  
FOR THE  
NORTHERN DISTRICT OF CALIFORNIA**

**JEANINE CAMPBELL**

Plaintiff,

v.

**UNITED COLLECTION  
BUREAU, INC.;**

Defendant

Case No.: \_\_\_\_\_

**COMPLAINT FOR DAMAGES  
DEMAND FOR JURY TRIAL**

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## INTRODUCTION

1. This is a case about a debt collector who, in its initial written collection communication to a consumer, used language and phrases which overshadowed the consumer's right to dispute the debt or request the name and address of the original creditor within the permitted 30-day period to dispute or request such information.
2. **JEANINE CAMPBELL** ("Plaintiff"), by Plaintiff's attorney, brings this action for statutory damages, and attorneys' fees and costs, against **UNITED COLLECTION BUREAU, INC.** for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter "FDCPA"), and the Rosenthal Fair Debt Collection Practices Act, California Civil Code § 1788 et seq. (hereinafter "RFDCPA"), both of which prohibit debt collectors from engaging in abusive, deceptive and unfair practices.
3. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to the Plaintiff, or to the Plaintiff's counsel, which Plaintiff alleges on personal knowledge.
4. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.
5. All violations by Defendant were knowing, willful, and intentional, and Defendant did not maintain procedures reasonably adapted to avoid any such violations.

- 1 6. Unless otherwise indicated, the use of a Defendant's name in this Complaint  
2 includes all agents, principles, managing agents, employees, officers, members,  
3 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,  
4 representatives, and insurers of that Defendant named.  
5

#### 6 JURISDICTION AND VENUE

- 7 7. Jurisdiction of this court arises pursuant to 15 U.S.C. § 1692k(d), which states  
8 that such actions may be brought and heard before "any appropriate United States  
9 district court without regard to the amount in controversy," 28 U.S.C. § 1331,  
10 which grants this court original jurisdiction of all civil actions arising under the  
11 laws of the United States, and pursuant to 28 U.S.C. § 1367 for pendent state law  
12 claims.  
13

- 14 8. This action arises out of Defendant's violations Fair Debt Collection Practices  
15 Act, 15 U.S.C. § 1692 et seq. (hereinafter "FDCPA"), and the Rosenthal Fair Debt  
16 Collection Practices Act, California Civil Code § 1788 et seq. (hereinafter  
17 "RFDCPA").  
18

- 19 9. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because the acts and  
20 transactions occurred here, Plaintiff resides here, and Defendant transacts  
21 business here.  
22  
23  
24

#### 25 FDCPA AND RFDCPA

- 26 10. In enacting the FDCPA, Congress found that:  
27 a. There is abundant evidence of the use of abusive, deceptive, and unfair debt  
28 collection practices by many debt collectors. Abusive debt collection

practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.

- b. Existing laws and procedures for redressing these injuries are inadequate to protect consumers.
- c. Means other than misrepresentation or other abusive debt collection practices are available for the effective collection of debts.
- d. Abusive debt collection practices are carried on to a substantial extent in interstate commerce and through means and instrumentalities of such commerce. Even where abusive debt collection practices are purely intrastate in character, they nevertheless directly affect interstate commerce.
- e. It is the purpose of this title to eliminate abusive debt collection practice by debt collectors, to insure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect Consumers against debt collection abuses. 15 U.S.C. § 1692.

11. Similarly, when enacting the RFDCPA, the California Legislature found that:

The banking and credit system and grantors of credit to consumers are dependent upon the collection of just and owing debts. Unfair or deceptive collection practices undermine the public confidence which is essential to the continued functioning of the banking and credit system and sound extensions of credit to consumers. Cal. Civil Code § 1788.1(a)(1).

12. The FDCPA and the RFDCPA are both strict liability statutes. That is, a plaintiff need not prove intent or knowledge on the part of the debt collector to establish liability. *See Gonzales v. Arrow Fin. Servs., LLC*, 660 F.3d 1055, 1060-61 (9th Cir. 2011); *Donohue v. Quick Collect*, 592 F.3d 1027, 1030 (“[t]he FDCPA is a strict liability statute that makes debt collectors liable for violations that are not knowing or intentional”).

13. To further protect consumers, claims under the FDCPA and RFDCPA are to be judged according to the “least sophisticated debtor” or “least sophisticated consumer” standard. *Gonzales* at 1061. This standard is lower than the “reasonable debtor” standard, and is specifically designed to protect consumers of below average and sophistication or intelligence. *Id.* In addition, a plaintiff need not even have actually been misled or deceived by the debt collector’s communication. Rather, liability depends on whether the *hypothetical* least sophisticated debtor – someone who is uninformed and naïve – would have likely been misled. *Id.*; *see also Tourgeman v. Collins Financial Servs.*, 755 F.3d 1109, 1119 (9<sup>th</sup> Cir. 2014).

#### INTRADISTRICT ASSIGNMENT

14. Intradistrict assignment to the SAN FRANCISCO/OAKLAND DIVISION is proper because this case’s category is not excepted by Civil L.R. 3-2(c) and a substantial part of the events or omissions which give rise to the claim occurred in the county of MARIN.

#### PARTIES

15. Plaintiff is a natural person who resides in the County of Marin, State of California. Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3) and “Debtor” as that term is defined by California Civil Code § 1788.2(h).

16. Defendant United Collection Bureau, Inc. (hereinafter “Defendant UCB”) is a

1 Ohio corporation operating from an address of 5620 Southwyck Blvd, Toledo,  
2 OH 43614, and is a “Debt Collector” as that term is defined by 15 U.S.C. §  
3 1692a(6) and Cal. Civ. Code § 1788.2(c) because it regularly uses the mails and/or  
4 the telephone to collect, or attempt to collect, directly or indirectly, defaulted  
5 consumer debts that it did not originate. It operates a nationwide debt collection  
6 business and attempts to collect debts from consumers in virtually every state,  
7 including consumers in the State of California. Its principal, if not sole, business  
8 purpose is the collection of defaulted consumer debts originated by others, and,  
9 in fact was acting as a debt collector as to the delinquent consumer debt it  
10 attempted to collect from Plaintiff.  
11

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13  
14 17. This case involves money due or owing or alleged to be due or owing from a  
15 natural person by reason of a consumer credit transaction. As such, this action  
16 arises out of a “consumer debt” and “consumer credit” as those terms are  
17 defined by Cal. Civ. Code § 1788.2(f).  
18

19 **FACTUAL ALLEGATIONS**  
20

- 21 18. Plaintiff is an individual residing in the County of Marin in the State of  
22 California.  
23  
24 19. Plaintiff is informed and believes, and thereon alleges, that at all times relevant,  
25 Defendant conducted and continues to conduct business in the State of  
26 California.  
27  
28 20. Defendant’s business consists solely of the collection of delinquent consumer

debts.

21. The debt Defendant is attempting to collect originated from a Home Depot credit card, was for personal, family, or household purposes, and the original creditor was Citibank, N.A.
22. On or around July 16, 2019, Plaintiff received a letter from Defendant stating that the communication was regarding the Home Depot account ending in -9255.
23. The July 16, 2019, letter includes the notice required under 15 U.S.C. §1692g(a), at the bottom of the first page of the letter.
24. The July 16, 2019, letter also states, “Unless you dispute the validity of this debt or any portion thereof, please make your payment to Citibank at the remit address below, or call our office for arrangements.”

## CAUSES OF ACTION CLAIMED BY PLAINTIFF

### COUNT I

#### VIOLATION OF § 1692G OF THE FDCPA

25. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
26. A debt collector violates § 1692g(b) of the FDCPA when it, during the 30 day period after sending the initial written communication containing the requisite notice under 1692(a), undertakes collection activities and/or communications with Plaintiff which overshadow or are inconsistent with the disclosure of the consumer’s right to dispute the debt or request the name and address of the

original creditor.

27. Defendant violated § 1692g(b) when it, among other qualifying actions and omissions, willfully and without justification, sent a letter to Plaintiff regarding a consumer debt with the requisite notice under 1692g(a), also stating “Unless you dispute the validity of this debt or any portion thereof, please make your payment to Citibank at the remit address below, or call our office for arrangements.” This additional statement overshadows and is inconsistent with Plaintiff’s right to request the name and address of the original creditor, and thus violates 1692g(b).

## COUNT II

### VIOLATION OF § 1788.17 OF THE RFDCPA

28. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

29. A defendant violates § 1788.17 of the RFDCPA when it fails to comply with the provisions of 15 U.S.C. § 1692b to 1692j, inclusive.

30. Defendants violated § 1788.17 of the RFDCPA when they willfully engaged in conduct, the natural consequence of which the violation of 15 U.S.C. § 1692g.

## PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff prays that judgment be entered against Defendant for:

- a) Award of statutory damages in the amount of \$1000.00 pursuant to 15 U.S.C. § 1692k(a)(1) (FDCPA) against Defendant and for Plaintiff, and,



- 1 b) Award of statutory damages in the amount of \$1000.00 pursuant to Cal.  
2 Civ. Code § 1788.30 (RFDCPA) against Defendant and for Plaintiff, and,  
3 c) Award of costs of litigation and reasonable attorney's fees pursuant to 15  
4 U.S.C. § 1692k(a)(1) (FDCPA) and pursuant to Cal. Civ. Code § 1788.30  
5 (RFDCPA), against Defendant and for Plaintiff, and,  
6 d) Award to Plaintiff of such other and further relief as may be just and  
7 proper.  
8  
9

10 **CERTIFICATION OF INTERESTED PARTIES**

11 Pursuant to Civil L.R. 3-15, the undersigned certifies that as of this date, other  
12 than the named parties, there is no such interest to report.  
13

14 BY: /s/ LAUREN B. VEGGIAN  
15 LAUREN B. VEGGIAN, ESQ.  
16

17 **TRIAL BY JURY IS DEMANDED.**  
18

- 19 31. Pursuant to the seventh amendment to the Constitution of the United States of  
20 America, Plaintiff is entitled to, and demands, a trial by jury.  
21  
22  
23

24 **THE CARDOZA LAW CORPORATION**

25 DATED: August 12, 2019

26 BY: /s/ LAUREN B. VEGGIAN  
27 MICHAEL F. CARDOZA, ESQ.  
28 LAUREN B. VEGGIAN, ESQ.  
ATTORNEYS FOR PLAINTIFF,  
JEANINE CAMPBELL